

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA (Erie)**

IN RE: MICHAEL WALLACE YOCHUM Debtor	Case No. 22-10259-CMB
Lakeview Loan Servicing, LLC, Movant	Chapter 13 Hearing Date: March 23, 2023 Hearing Time: 1:30PM Objection Date: March 16, 2023
vs. MICHAEL WALLACE YOCHUM And Ronda J. Winnecour, ESQUIRE (TRUSTEE) Respondent	11 U.S.C. §362

**STIPULATION AND CONSENT ORDER CONDITIONALLY GRANTING
MOTION FOR RELIEF FROM AUTOMATIC STAY**

Lakeview Loan Servicing, LLC (“**Movant**”), by and through its undersigned counsel, Brock & Scott, PLLC, and with the consent of the Debtor, MICHAEL WALLACE YOCHUM (the “**Debtor**” and together with Movant, the “**Parties**”), hereby file this Stipulation and Consent Order Conditionally Granting Motion for Relief from Automatic Stay, which was filed by Movant on February 14, 2023, at Doc. No. 66, and in support thereof, stipulate as follows:

WHEREAS, on June 9, 2022, the Debtor filed a voluntary petition for relief under Chapter 13 of title 11 of the United States Code, 11 U.S.C. § 101, *et seq.* (the “**Bankruptcy Code**”);

WHEREAS, the Debtor is the owner of the premises located at 23095 Titusville Road, Titusville, PA 16354 (“**Property**”);

WHEREAS, Movant is the holder of a mortgage (“**Mortgage**”), original principal amount of \$70,890.00, that was executed on August 25, 2010. The mortgage was recorded on August 26, 2010.

WHEREAS, on August 18, 2022, Movant filed a Proof of Claim, Claim #9, evidencing a secured claim of \$70,153.98;

WHEREAS, on February 14, 2023, Movant filed this Motion for Relief from Automatic Stay (the “**Motion**”) due to the Debtor’s failure to remit payments due under the Mortgage, Doc. No. 66.

WHEREAS, on March 16, 2023, the Debtor filed their response to the Motion, Doc. No. 73.

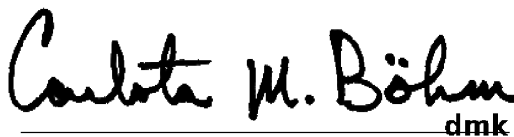
WHEREAS, to resolve the Motion, and in consideration of the Debtor’s response thereto, the Parties have agreed to the terms set forth below.

AND NOW, based upon the foregoing, and with the Parties intending to be legally bound, it is hereby ORDERED, ADJUDGED, and DECREED that:

1. The Motion is GRANTED, and the automatic stay is terminated as to the Movant’s interests in the Property.
2. The relief from stay granted in paragraph 1 of this Order is stayed for so long as the Debtor timely remits full plan payments to the Chapter 13 Trustee on or before the date upon which each respective plan payment is due, *time being of the essence*, commencing with the month immediately following the date of this Order.
3. For the duration of the above-caption bankruptcy case, in the event that the Debtor fails to make any subsequent plan payments to the Chapter 13 Trustee, then the stay of this Order, as provided in paragraph 2, shall be vacated, and the automatic stay shall be unconditionally lifted as it affects the interests of the Movant in the Property upon the filing of an Affidavit of Default by the Movant, without further hearing or without entry of any further Order. Such Affidavit of Default shall contain a statement of the default as supported by the Movant’s own records, as well as the records of the Chapter 13 Trustee.

4. In the event the Debtor converts to a Chapter 7 during the pendency of this bankruptcy case, the Debtor shall cure all arrears within ten (10) days from the date of conversion in order to bring the loan contractually current. Should the Debtor fail to bring the loan contractually current, Movant shall send Debtor and counsel a written Notice of Default of this Stipulation. If the Default is not cured within ten (10) days of the date of the Notice, then the stay of this Order, as provided in paragraph 2, shall be vacated, and the automatic stay shall be unconditionally lifted as it affects the interests of the Movant in the Property upon filing of an Affidavit of Default by the Movant, without further hearing or without entry of any further Order. Such Affidavit of Default shall contain a statement of the default as supported by the Movant's own records, as well as the records of the Chapter 13 Trustee.
5. The terms of this Stipulation and Consent Order may not be modified, revised, altered or changed to any extent, without the express written consent of both Movant and the Debtor.
6. This court shall retain jurisdiction over this matter to enforce the terms of this Stipulation and Consent Order.

SO ORDERED:


dmk

Carlota M. Bohm, JUDGE
U.S. BANKRUPTCY COURT

Date: 3/23/2023

CONSENTED TO BY:

FILED
3/23/23 8:52 am
CLERK
U.S. BANKRUPTCY
COURT - WDPA

/s/ Daniel P. Foster

Daniel P. Foster
PA ID No. 92376
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Counsel for Debtor

Dated: March 22, 2023

/s/ Mario Hanyon

Mario Hanyon
(Bar No. 203993)
Attorney for Movant
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E-Mail: PABKR@brockandscott.com
Counsel for Lakeview Loan Servicing, LLC
Dated: March 22, 2023

In re:
Michael Wallace Yochum
Debtor

Case No. 22-10259-CMB
Chapter 13

CERTIFICATE OF NOTICE

District/off: 0315-1

User: auto

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Date Rcvd: Mar 23, 2023

Form ID: pdf900

Total Noticed: 1

The following symbols are used throughout this certificate:

Symbol	Definition
+	Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Mar 25, 2023:

Recip ID	Recipient Name and Address
db	+ Michael Wallace Yochum, 23095 Titusville Road, Titusville, PA 16354-6323

TOTAL: 1

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI).

NONE

BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

NONE

NOTICE CERTIFICATION

I, Gustava Winters, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Mar 25, 2023

Signature: /s/Gustava Winters

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on March 23, 2023 at the address(es) listed below:

Name	Email Address
Andrew L. Spivack	on behalf of Creditor LAKEVIEW LOAN SERVICING LLC. andrew.spivack@brockandscott.com, wbecf@brockandscott.com
Brian Nicholas	on behalf of Creditor LAKEVIEW LOAN SERVICING LLC. bnicholas@kmlawgroup.com
Daniel P. Foster	on behalf of Debtor Michael Wallace Yochum dan@mrdebtbuster.com katie@mrdebtbuster.com;kaitlyn@mrdebtbuster.com;kristen@mrdebtbuster.com;fosterlaw@ecf.inforuptcy.com
Mario J. Hanyon	on behalf of Creditor LAKEVIEW LOAN SERVICING LLC. wbecf@brockandscott.com, mario.hanyon@brockandscott.com
Office of the United States Trustee	ustpregion03.pi.ecf@usdoj.gov
Ronda J. Winnecour	

District/off: 0315-1

User: auto

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Form ID: pdf900

Total Noticed: 1

cmecf@chapter13trusteedpa.com

TOTAL: 6